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7 *GEICO Casualty Company*

8
9 UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

10
11 DOUGLAS GERARD TRINKLE,

12 Plaintiff,

13 vs.

14 GEICO CASUALTY COMPANY, a foreign
corporation; and DOES 1 - 20, inclusive,

15 Defendants.
16

CASE NO. 2:15-cv-02248-GMN-GWF

**STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER**

17 It appearing to the Court that Plaintiff, DOUGLAS GERARD TRINKLE ("Plaintiff")
18 and Defendant GEICO CASUALTY COMPANY ("GEICO"), are in agreement that GEICO
19 possesses proprietary policies and procedures that include confidential information that
20 may be subject to discovery in the proceedings in this matter but which should not be
21 made available to the public generally, this Court hereby orders that:

22 1. This Confidentiality Agreement and Protective Order ("Order") shall govern
23 certain discovery and document production among the parties, as well as discovery and
24 document production from third parties, in the above-referenced action.

25 2. For purposes of this Order, the term "Confidential Information" shall refer to:
26 (1) information which any party or non-party believes in good faith to be a trade secret or
27 confidential research, development, commercial, or other proprietary business
28 information within the meaning of FRCP 26(c)(1)(G); and (2) documents and/or testimony

1 that may reveal confidential, proprietary, personal or commercially sensitive information.
2 Such Confidential Information may be contained in any written, printed, recorded, or
3 graphic matter of any kind, and shall retain its confidential designation regardless of the
4 medium on which it is produced, reproduced, or stored. Such Confidential Information
5 may also be elicited at deposition or through written discovery.

6 3. Whenever any party or non-party desires to designate information
7 contained in a document as Confidential Information, the designating party shall mark
8 each page of the document with the word "CONFIDENTIAL" and identify such
9 Confidential Information at the time of production. Confidential Information may be used
10 in the course of depositions in accordance with this Order.

11 4. Transcripts or exhibits from any deposition or hearing shall be temporarily
12 designated as "Confidential" and be treated as subject to the terms of this Order. Within
13 forty-five (45) days of receipt of such transcripts and exhibits, Counsel will designate the
14 pages of the transcripts or exhibits which shall remain designated as "Confidential" and
15 will advise all other parties. If no designation is made within forty-five (45) days, the
16 entire transcript and all exhibits will be deemed not confidential.

17 5. All documents produced or information disclosed and any other records
18 designated as "confidential" by GEICO shall be revealed only to:

- 19 a) Plaintiff;
- 20 b) Plaintiff's counsel of record in this case;
- 21 c) Defendant;
- 22 d) Defendant's counsel of record in this case;
- 23 e) Paralegals and secretarial employees under counsel's direct supervision;
- 24 f) Outside photocopying, translating, document management, and exhibit
- 25 preparation services engaged by a party for purposes of this litigation;
- 26 g) Persons employed by counsel to act as consultants or experts in this action;
- 27 h) Any other person GEICO agrees in writing may be shown such documents; and

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1 i) The Court and court personnel, stenographic reporters, and videographers at
2 depositions taken in this action, and any jury empanelled in this action, subject
3 to the protections of Paragraphs 3, 4, and 9 of this Order;

4 6. The information considered as “confidential” and disclosed only in accord
5 with the terms of Paragraph 5 shall include, without limitation, any claims manual, training
6 materials, and any other information or documentation supplied by GEICO and
7 designated as “Confidential.”

8 7. Documents deemed confidential by GEICO shall be used only for the
9 purposes of prosecuting or defending this action. Under no circumstances shall
10 information or materials covered by this Order be disclosed to or discussed with anyone
11 other than the individuals designated in Paragraph 5.

12 8. Prior to disclosure of any documents designated as “confidential” to any
13 individual who is not a signator to this Order, counsel shall require such individual to read
14 this Order and sign the Agreement which is attached hereto as *Exhibit A* and provide a
15 copy of the signed Agreement to counsel for GEICO.

16 9. Prior to filing any motion wherein information designated as “Confidential” is
17 referenced or attached, Plaintiff shall comply with LR 10-5(b) and *Kamakana v. City and*
18 *County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006), or provide Counsel for Defendant
19 reasonable time, but in any event not fewer than 10 judicial days, to file a motion pursuant
20 to LR 10-5(b) and *Kamakana* to show particularized good cause or particularized
21 compelling reasons to file those documents under seal.

22 LR 10-5(b) provides:

23 Unless otherwise permitted by statute, rule or prior Court
24 order, papers filed with the Court under seal shall be
25 accompanied by a motion for leave to file those documents
26 under seal, and shall be filed in accordance with the Court's
27 electronic filing procedures. If papers are filed under seal
28 pursuant to prior Court order, the papers shall bear the
following notation on the first page, directly under the case
number: “FILED UNDER SEAL PURSUANT TO COURT
ORDER DATED ____.” All papers filed under seal will
remain sealed until such time as the Court may deny the

1 motion to seal or enter an order to unseal them, or the
2 documents are unsealed pursuant to Local Rule.

3 Pursuant to *Kamakana* and LR 10-5(b), any documents designated as
4 “Confidential” and attached to a non-dispositive motion must be accompanied by a motion
5 showing a particularized good cause for leave to file those documents under seal. And,
6 any documents designated as “Confidential” and attached to a dispositive motion must be
7 accompanied by a motion showing a particularized compelling reason for leave to file
8 those documents under seal.

9 10. This Order is subject to revocation and modification by Order of the Court
10 upon written stipulation of the parties, or upon motion and reasonable notice, including
11 opportunity for hearing and presentation of evidence.

12 11. Any party objecting to the designation of any information as Confidential
13 Information shall clearly state the basis for the objection in a letter to counsel for the party
14 making the designation, and such letter must be received by counsel for the party making
15 the designation no later than one hundred twenty (120) days after the objecting party
16 received the Confidential Information to which it objects. If the parties are unable to
17 resolve the objection, the objecting party may move the Court to do so. Until an objection
18 to the designation of information has been resolved by agreement of counsel or by order
19 of the Court, the information shall be assumed to be properly designated, and shall be
20 subject to the terms of this Protective Order.

21 12. Within 30 days of the final termination of this case, all documents and
22 information subject to this Order, including any copies or extracts or summaries thereof,
23 or documents containing information taken therefrom, shall be returned to counsel for
24 GEICO. In the alternative, within 30 days of the final termination of this case, all such
25 documents, including copies or extracts or summaries thereof, may be shredded or
26 disposed of in a manner to ensure the destruction thereof and a declaration certifying
27 such destruction or disposal provided to GEICO.

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1 13. In any action or proceeding to enforce this Order, or pursuant to paragraph
2 12, the prevailing party shall be entitled to recover its reasonable attorneys' fees and
3 costs, without limiting any other relief that may be available.

4 14. This Order shall remain in effect after the conclusion of this case and the
5 Court shall retain jurisdiction to enforce its terms and to prevent or punish violations of it.

6 15. This Order may be executed in counterparts, each of which shall constitute
7 one and the same agreement.

8 DATED this 19th day of January, 2016.

DATED this 19th day of January, 2016.

9
10 RICHARD HARRIS LAW FIRM

LEWIS BRISBOIS BISGAARD & SMITH LLP

11 /s/ *Kristopher M. Helmick*
12 By: _____

13 Kristopher M. Helmick, Esq.
14 Nevada Bar No. 013348
15 801 South Fourth Street
16 Las Vegas, Nevada 89101
17 *Attorneys for Plaintiff*

 /s/ *Danielle C. Miller*
By: _____

18 ROBERT W. FREEMAN, ESQ.
19 Nevada Bar No. 003062
20 DANIELLE C. MILLER, ESQ.
21 Nevada Bar No. 009127
22 6385 S. Rainbow Boulevard, Suite 600
23 Las Vegas, Nevada 89118
24 *Attorneys for Defendant*
25 *GEICO Casualty Company*

18 IT IS SO ORDERED:

20 *George Foley Jr.*
21 _____
22 GEORGE FOLEY, JR.
23 UNITED STATES MAGISTRATE JUDGE

24 DATED: January 20, 2016
25 _____
26
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EXHIBIT A

**ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO COMPLY WITH
STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**

The undersigned hereby acknowledges that he/she has been provided with a copy of the parties' **STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER** in the lawsuit captioned *Douglas Gerard Trinkle v. GEICO Casualty Company* (United States District Court Case No. 2:15-cv-02248-GMN-GWF). The undersigned agrees to be bound by the terms of the referenced *Stipulated Confidentiality Agreement And Protective Order* in the same manner as Plaintiff, Defendant and their attorneys.

DATED this ____ day of _____, 2016.

By: _____

Litigation Participant - Signature

Name (Printed)

Street Address

City State Zip

Occupation or Business